ANALYST WORKSHEET
HCSC - LIMITED

Carrier: _____
Contract Form Number: _____
Date(s) of Review: _____

Prior Contract:_____
Reel _____ Frame _____
Prior Effective Date: _____

GENERAL REVIEW REQUIREMENTS
Authority to Review Contract – RCW 48.44.070

Topic	Subtopic	Reference	Specific Issue	Complies Y	Complies N	
Compliance Requirements		WAC 284-43-125	Has carrier complied with all Washington State and Federal Laws?			Contract Pg_____ Comments:
Continuation of Care During Enrollee Absence	*Federal Medical Leave Act*	FMLA	If the contract is being offered to Group of 50+ does it contain proper notification to the enrollee regarding medical coverage status during a period of leave under FMLA?			Contract Pg_____ Comments:
	Labor Dispute	RCW 48.44.250	Does the brochure inform, and are the contract and brochure consistent with labor dispute continuation provisions? 1. Six month continuation period required for employee to directly pay premiums 2. Applies whether employer pays all or part of premium 3. All three actions – strike, lockout, other labor dispute – must appear in description of provision 4. After six months, employees must be given an opportunity to purchase a conversion contract			Contract Pg_____ Comments:
Continuation Options Upon Termination	*Consolidated Omnibus Budget Reconciliation Act*	COBRA	If the contract is being offered to Groups of 20+ does it contain continuation of coverage language in compliance with federal law?			Contract Pg_____ Comments:
Contract Examination and Standards	*Examination/ Disapproval*	RCW 48.44.020	Review for any inconsistent, ambiguous or misleading clauses, or exceptions and conditions, which unreasonably or deceptively affect the risk, purported to be assumed in the general coverage of the contract. 1. Must contain clear, definitive, WA state specific language for all: a. terms, benefits, and conditions b. Must avoid unreasonable restrictions on treatment or services c. Must have a reasonable premium or benefit level assumed in relation to the benefits provided by the contract.			Contract Pg_____ Comments:

CFR – Code of the Federal Register
EEOC – U.S. Equal Employment Opportunity Commission
HIPAA - Health Insurance Portability and Accountability Act of 1996
PHSA – Public Health Service Act
RCW - Revised Code of Washington
TAA - Technical Assistance Advisories issued by OIC (example T2000-01)
WAC - Washington Administrative Code

	Exclusions, reduction and limitations	WAC 284-43-820	Does the contract or certificate of coverage contain a listing of exclusions, reductions, and limitations to covered benefits?			Contract Pg_____ Comments:
	Rate Filing	RCW 48.44.040	Has the Carrier filed with the form submission corresponding rates for the contract including rate information for each rider?			Contract Pg_____ Comments:
	Required Format	WAC 284-44-030	1. The style, arrangement, and over-all appearance of the contract shall give no undue prominence to any portion of the text a. The type must be of a general style b. The point size shall be uniform, of acceptable point size c. The "text" shall include all printed matter except those specific items stated 2. The exclusions, reductions, and limitations shall either be included with the benefit provisions, or under an appropriate caption a. An exclusion, reduction, or limitation which applies to a particular benefit shall be Included with the applicable benefit provision. 3. A form number in the lower left-hand corner of the page shall identify each form including riders & endorsements. 4. The contract shall contain no provision purporting to make any portion of the HCSC charter, rules, bylaws, etc. a part of the contract that would limit its terms; unless attached to, or set forth in full in, the contract.			Contract Pg_____ Comments:
	Required Standards	WAC 284-44-040	1. The contract cannot unreasonably limit benefits to a specified period of time. 2. A contract must provide that reasonable benefits will be restored upon each renewal of the contract or upon a calendar year basis 3. The contract cannot unreasonably restrict or delay the payment of benefits. Delays are not justified because the expenses incurred, or the services received, resulted from an act or omission of a third party. Delays are not justified because the expenses incurred, or the services received, resulted from an act or omission of a third party. 4. If the contract covers maternity, no waiting periods in advance of conception is allowed. 5. Is there a grace period of not less than 10 days following the due date for the payment of the subscriber's dues, fees or premium? 6. The contract may not contain any provision that gives the contractor, agent, employee, or designee the authority to make a decision relative to the contract or its coverage that is final and binding on the subscriber. A subscriber shall not be denied the right to have the controversy settled by legal or arbitration proceedings. 7. The contract may not require a "monthly treatment order." 8. If the contract restricts treatment to its network, a provision must be allowed for emergency treatment consistent with the scope of benefits provided by the contract.			Contract Pg_____ Comments:

Coordination of Benefits	*General*	RCW 48.21.200 WAC 284-51	If the contract contains COB provisions, it shall be consistent with and no less favorable than the requirements of the WAC.			Contract Pg_____ Comments:
	Allowable Expense	WAC 284-51-050	1. Every group contract that provides for coordination of benefits to include the following definition: a. "Allowable Expense" means (the usual, customary and reasonable) charge for any necessary health care service or supply when the service or supply is covered at least in part under any of the plans involved. When a plan provides benefits in the form of services or supplies rather than cash payments, the reasonable cash value of each service rendered or supply provided shall be considered an allowable expense. 2. When COB is restricted in its use to specific benefits in a contract, (for example, major medical benefits or dental benefits), the definition of "Allowable Expense" must include the corresponding services and supplies to which COB applies. 3. Adjudicative practices are not required to be included in the contract form, however, the contract form cannot include language that conflicts the requirements of the rule.			
	Benefit Reduction	WAC 284-51-185	A group contract which provides for coordination of benefits shall contain a provision entitled "Effect on Benefits" stating the manner in which benefits are reduced by coordination			Contract Pg_____ Comments:
	Disclosure of Coordination	WAC 284-51-150	Each certificate of coverage under a contract that provides for COB must contain at least in summary form, a description of the COB provision.			Contract Pg_____ Comments:
	Order of Benefit Determination	WAC 284-51-075	1. The order of benefits for the plan(s) that cover a person as a dependent is clearly described. 2. When a claim under a plan with a coordination of benefits provision involves another plan which also has a coordination of benefits provision, the following rules will be applied by the insurers involved to decide the order in which the benefits payable under the respective plans will be determined. But in no event may the secondary carrier pay less (or provide "fewer benefits") than the amount specified in the COB statute and regulation. a. The secondary carrier must pay for services that are covered under either the primary or secondary contract. This means that the secondary carrier will sometimes be required to pay for a service that is not covered or excluded under its own contract. b. The benefits of a Plan that covers the person on whose expenses claim is based other than as a dependent are determined before the benefits of a Plan which covers such person as a dependent.			Contract Pg_____ Comments:
	Plan Defined	WAC 284-51-040	1. Health contracts that provide for coordination of benefits are required to contain a provision stating what benefits from the contract and other sources are to be recognized under the coordination provision. 2. Each such source shall be defined as a "Plan".			Contract Pg_____ Comments:

	Required Provision for COB	RCW 48.21.200 WAC 284-51-020	1. No health care plan providing hospital, medical or surgical expenses may reduce or refuse to pay such benefits otherwise payable there under solely on account of the existence of similar benefits. 2. A carrier may not administer COB in a way that reduces total benefits payable below an amount equal to 100% of total allowable expenses.			Contract Pg_____ Comments:
	Right to Receive and Release Necessary Information	WAC 284-51-140	A Plan that provides for COB may contain: 1. For the purpose of determining and implementing this provision in any Plan, the insurer may, with such consent of the insured person, release to or obtain from any other insurer, organization or person any information, with respect to any person, which the insured considers necessary for such purpose. 2. Any person claiming benefits under this Plan shall furnish to the insured the information necessary for such purpose.			Contract Pg_____ Comments:
	Time Limit	WAC 284-51-100	No insurer shall unreasonably delay payment of a claim by reason of the application of a COB provision. Any time limit in excess of 30 days is unreasonable.			Contract Pg_____ Comments:
Cosmetic Surgery	*Congenital Anomalies* *Benefit Mandate*	RCW 48.44.212 WAC 284-52-070	Does the contract provide coverage from the moment of birth for a child afflicted with a congenital disease or anomaly? 1. Contract shall include benefits for Reconstructive Surgery 2. Contract can't exclude benefits for incidents arising prior to plan coverage			Contract Pg_____ Comments
Dependent Enrollment Requirements	*Disabled Child over Age Limit* *Benefit Mandate*	RCW 48.44.200 RCW 48.44.210	Does the contract continue coverage for a child beyond the limiting age when: 1. Child is incapable of employment and chiefly dependent for support 2. Proof is provided within 31 days of attaining limits and NO more frequently than annually after first 2 years of attainment			Contract Pg_____ Comments
	Newborn & Adoptive Children Enrollment	RCW 48.01.180 RCW 48.01.235 RCW 48.44.212 RCW 48.44.420 HIPAA	1. Are the requirements of newborn & adoptive children met? a. Carriers cannot limit application period to 60 days unless additional premium is required b. There shall be no waiting period for initial coverage or any service c. Carriers cannot deny enrollment to newborn because other dependents not Enrolled 2. Does the contract meet the requirements with respect to eligibility and enrollment of children who are physically placed with the subscriber for the purposes of adoption and for whom the subscriber has assumed financial responsibility for medical expenses? a. Coverage must be on same basis as other dependents b. Coverage begins when subscriber assumes responsibility, not physical placement in the home c. 60 notification period to carrier enforceable only when additional premium required			Contract Pg_____ Comments:

			3. Carriers can not place unreasonable requirements on the child's parent to enroll them, including: a. Requiring the child to be IRS dependent b. Requiring proof of Paternity			
Disclosure Statements	*Confidentiality*	RCW 48.43.505 WAC 284-43-820	Does the contract or certificate of coverage contain a statement of the carrier's policies for protecting the confidentiality of health information?			Contract Pg_____ Comments
	Written Information	RCW 48.43.510 WAC 284-43-820	Does the contract or certificate of coverage contain a statement on how to request written information regarding any health care plan it offers?			Contract Pg_____ Comments:
Emergency Treatment		RCW 48.43.005 RCW 48.43.093 WAC 284-43-130 WAC 284-44-040	Does the contract comply with emergency treatment requirements? 1. Emergency out-of-network coverage must be consistent with scope of regular contract benefits 2. Emergency care definitions and provisions must be consistent with the law including incorporation of "prudent layperson" language 3. Carrier can not make sole determination of "Emergency " situations 4. Carrier shall not require prior authorization 5. Participating vs. Non-Participating cost sharing can be no greater than $50 differential			Contract Pg_____ Comments:
Every Category of Provider		RCW 48.44.290 WAC 284-44-045	Are the services of a RN covered on the same basis as services of a MD?			Contract Pg_____ Comments:
	Denturist *If Dental covered*	RCW 48.44.500	For contracts offering dental coverage, Denturist must be able to provide services within the scope of their license.			Contract Pg_____ Comments:
General Anesthesia *Mandated Group Offering*		RCW 48.43.185	1. Group Health Plans must offer medically necessary dental anesthesia coverage in a hospital or ambulatory surgery center if: a. The patient is under age 7, developmentally delayed, or has other medical conditions & approved by patient's physician 2. Group Health plans that cover dental services and Group Dental Plans must cover medically necessary dental anesthesia performed in a dental office for children under age 7 and developmentally delayed person.			Contract Pg_____ Comments:
Grievance Procedures	*General*	RCW 48.43.055 RCW 48.43.530 WAC 284-43-615 WAC 284-44-040 WAC 284-43-620 WAC 284-43-630 29 CFR 2560 Godfrey v. Hartford Casualty	1. Does the contract or certificate of coverage provide a clear explanation of the grievance and appeals process for the resolution of adverse determinations? 2. A contract must comply with mandated grievance procedure language, and cannot include a provision, which denies the subscriber the right to have a controversy determined by legal proceedings. a. Aggrieved may proceed in process if fails to grant or reject request in 30 days b. A carrier may not impose any costs on a claimant as a condition for filing or appealing a claim. c. Carrier must adopt and implement a process for resolution of grievances and appeals of adverse determinations. The process shall consider NCQA standards as well as conform to the provisions of WAC 284-43. The carrier shall:			Contract Pg_____ Comments:

			i) Provide an explanation of the process upon request, enrollment and annually to covered persons and subcontractors ii) Register and respond to written and oral complaints and appeals iii) Send notification acknowledging receipt of complaints and appeals iv) Consider all information submitted v) Investigate and resolve all complaints and appeals vi) Develop and maintain a tracking mechanism vii) Not require an enrollee file a compliant prior to seeking an appeal of a decision 3. Handle all requests to reconsider as an appeal if it was a resolution of a complaint made by an enrollee			
	Adverse Determination and IRO	RCW 48.43.055 WAC 284-44-040 WAC 284-43-620 WAC 284-43-630	Appeal of Adverse Determination 1) An enrollee or their representative may appeal an adverse determination. The carrier must: a) Reconsider the adverse determination and notify the covered person of its decision within 14 days of receipt, unless notification go the covered person that an extension is necessary, but cannot delay decision beyond 30 days of request without the informed, written consent of the covered person b) If delay would jeopardize the covered person's life or health, the carrier shall expedite the process either a written or an oral appeal and issue a decision within 72 hours of receipt c) Appeals shall be evaluated by health care providers who were not involved in the initial decision and who have expertise in the field encompassing the condition or disease d) Carrier shall issue notification of the adverse determination including the reasons, and instructions of obtaining an appeal Independent Review Organization 1. A covered person may seek review by an IRO after exhausting the carrier's grievance process and receiving an unfavorable decision, or after the carrier has exceeded the timelines. A carrier may establish a process to bypass the grievance and allow the direct appeal to an IRO 2. A carrier must provide information to the IRO within 3 business days 3. When an enrollee requests and independent review the carrier must continue to provide the health service if requested by the enrollee until a determination is made under this section. If the determination affirms the carrier's decision, the enrollee may be responsible for the cost of the continued health service. 4. A carrier must implement the IRO determination promptly and pay the IRO's charges.			Contract Pg_____ Comments:

	Definitions	RCW 48.43.530 WAC 284-43-130	"**Grievance**" is a written or an oral complaint submitted by or on behalf of a covered person regarding: (a) Denial of health care services or payment for health care services (b) Issues other than health care services or payment for health care services including dissatisfaction with health care services, delays in obtaining health care services, conflicts with carrier staff or providers; and dissatisfaction with carrier practices or actions unrelated to health care services. "**Adverse determination and non-certification**" is a decision by a health carrier to deny, modify, reduce, or terminate payment, coverage, authorization, or provision of health care services or benefits including the admission to or continued stay in a facility.			Contract Pg_____ Comments:
	Experimental and Investigative	WAC 284-44-043 WAC 284-43-620	If the contract includes exclusion, reduction or limitation for services that are experimental or investigative, are all requirements met? 1. The definitions of E&I treatment must be included in the CofC 2. A denial due to E&I must be done in writing within 20 working days of receipt of a fully documented request. Extension of the review period beyond this period may only be done with the informed written consent of the individual 3. Whenever an adverse determination would jeopardize the covered person's life or materially jeopardize the covered person's health, the carrier shall expedite and process whether a written or an oral appeal and issue a decision no later than 72 hours after receipt of the appeal.			Contract Pg_____ Comments:
	Review and Appeal of Adverse Determination	RCW 48.43.530(5) WAC 284-43-620	Does the contract or certificate of coverage describe an expedited process requiring a decision no later than 72 hours after receipt of an appeal when an adverse decision would jeopardize a person's life or health including the ability to regain maximum function?			Contract Pg_____ Comments:
	Independent review of adverse determination	RCW 48.43.535 WAC 284-43-630	Does the contract or certificate of coverage explain that a subscriber may seek a review by an independent review organization of an adverse decision after exhausting the carrier's grievance process and receiving a decision that is unfavorable to the covered person, or after the carrier has exceeded the timelines for grievance provided in WAC 284-43?			Contract Pg_____ Comments:
Group Certificates		WAC 284-44-030 WAC 284-44-050 WAC 284-49-100 *Fittro v. Lincoln Natl*	Group certificates must be furnished to each member of a group under a health contract. 1. The style, arrangement, and appearance of the contract shall give no undue prominence to any portion of the contract text 2. Language must be clearly understandable, and lay out the essential features of the coverage. 3. The certificate may be in booklet or brochure form. 4. Certificates must be filed with the OIC. 5. Any amendment shall necessitate prompt re-issuance of the certificate. 6. If there is a conflict in language between the contract and CofC the certificate governs.			Contract Pg_____ Comments:

Group Master Application	*Mandatory Offerings*	RCW 48.44.460 WAC 284-44-042	Does application offer to groups the following benefits for purchase: 1. TMJ services of at least one option containing $1000/$5000 limitation			Contract Pg_____ Comments:
Guaranteed Renewability		RCW 48.43.035 WAC 284-43-720 WAC 284-43-730	All medical contracts must conform to Guaranteed Issue & Continuity of Coverage requirements 1. Carrier may not terminate enrollee due to failure of Provider-Patient ability to establish care relationship. 2. Enrollee may not be terminated for reasons other than those stipulated by law without benefit of Grievance Procedure protections.			Contract Pg_____ Comments:
Pharmacy	*Disclosure (if offered)*	RCW 48.44.465 WAC 284-30-450	1. Contracts that offer prescription drug coverage must: a. Upon request of (prospective) enrollee furnish information regarding drug formulary requirements b. A carrier cannot exclude a drug solely because of lack of FDA approval for the given use 2. Carrier may not retract an issued authorization on a Rx claim.			Contract Pg_____ Comments:
	Off Label Use of Drugs	WAC 284-30-450	All policies and contracts providing pharmacy coverage must provide coverage for FDA approved drugs that have many other beneficial uses as confirmed by other research studies, reference, compendium, or the Federal Government.			Contract Pg_____ Comments:
	Pharmacy Services Statement of Right	WAC 284-43-815	Does the contract or certificate of coverage contain the "Your right to Safe and Effective Pharmacy Services" statement?			Contract Pg_____ Comments:
	Prescription Drug Formulary	RCW 48.43.510 WAC 284-43-820	Does the contract or certificate of coverage contain an offer to provide a listing of covered benefits including prescription drugs, including a formulary and how a subscriber may be involved in decisions about benefits?			Contract Pg_____ Comments:
	Terms	WAC 284-43-820	Does the contract or certificate of coverage contain definitions of terms including formulary, generic versus brand name, medical necessity or other coverage criteria including policies regarding drug coverage?			Contract Pg_____ Comments:
Provider Requirements	*Participating Provider Definition (when provided)*	RCW 48.44.010 WAC 284-43-320(2)(d)	1. The definition of "participating provider" must be consistent with the statutory and regulatory definitions. 2. Definition can not contain language that conflicts with Provider Agreement requirements, including: a. Provider may not bill enrollee for covered services except for deductible, co-payments, or coinsurance.			Contract Pg_____ Comments:
	Payment for Non-par Services	RCW 48.44.026 T 2000-1	A health care service contract is not required to state to whom benefits will be paid. However, if it does include such a provision, that provision may not conflict with RCW 48.44.026			Contract Pg_____ Comments:
Retrospective Denial		RCW 48.43.525	Carrier shall not retrospectively deny coverage for emergency and nonemergency care that had prior authorization under the plan's written policies at the time the care was rendered.			Contract Pg_____ Comments:
Service Outside the Plan Allowed *Managed Care Mandate*		RCW 48.43.085	Does the contractual language allow for the enrollee to access services outside of the health plan?			Contract Pg_____ Comments:

Standard of Care		RCW 48.43.545	1. Does contract contain wording regarding standard of care? 2. A health carrier shall adhere to the accepted standard of care and is liable for any and all harm caused by its failure to follow the standard of care. 3. Carrier is liable for damages if it causes harm to enrollees. 4. Liability cannot be transferred from the Carrier to another entity. 5. Any action arising under this provision shall not be limited to less than three years of the completion of the IRO			Contract Pg_____ Comments:
Subrogation		WAC 284-44-040 OIC Bulletin 79-4 Great-West Life & Annuity Ins v. Knudson Thiringer v. American Motors Ins.	If the contract includes a subrogation provision, does it: 1. Stipulate the Carrier is entitled only to excess after subscriber fully compensated 2. Inform the subscriber that Legal expenses can be apportioned equitably, whether or not recovery made 3. Have any provision which would inappropriately require full reimbursement for all medical expenses. 4. The contract cannot unreasonably restrict or delay the payment of benefits. Delays are not justified because the expenses incurred, or the services received, resulted from an act or omission of a third party.			Contract Pg_____ Comments:
Timely Filing	*Standard Master Contract*	WAC 284-43-920	Be filed before being offered for sale to the public and within 30 days after the end of the 18 month approval period			Contract Pg_____ Comments:
	Negotiated Groups	WAC 284-43-920	Be filed within 30 working days of: a) Completion of Group Negotiation b) Premium Renewal Date			Contract Pg_____ Comments:
TMJ *Mandated Group Offering*		RCW 48.44.460 WAC 284-44-042	1. Does Group Application contain mandatory offering? 2. If group accepts benefit: They must be offered$1000 calendar yr. /$5000 lifetime after deductibles, Co-pays, etc a. If group declines 1000/5000 may then negotiate benefit either up or down 3. Consider the scope of services, coinsurance , and pre-ex must be same as other common conditions 4. Must be offered on Dental Only Coverage			Contract Pg_____ Comments
Unfair and Discriminatory Practices		RCW 48.44.110 RCW 48.44.120 RCW 48.44.140 RCW 48.44.220 HIPAA	1. A carrier cannot deny coverage to any person on account of a sensory, mental, or physical handicap. 2. No person shall make, publish, or disseminate any false, deceptive, or misleading representation or advertising on behalf of a HCSC. Nor shall the terms of a contract be misrepresented.			Contract Pg_____ Comments

SPECIFIC INDIVIDUAL MANDATES

10 Day Free Look		RCW 48.44.230	Does the contract provide a review period of no less than 10 days in which an individual may return the policy if not completely satisfied? 1. Notice may be provided on either the face sheet or by attachment 2. 10% penalty shall be paid if refund is not within 30 days			Contract Pg._____ Comments:
Cancellation Notice		RCW 48.44.260	A carrier must, upon written request, give a written explanation of their denial, non-renewal, or cancellation of coverage. 1. The explanation must set forth in simple language understandable to a person of average intelligence, education, reading ability			Contract Pg._____ Comments:
Dependent Continuation in Case of Death		RCW 48.44.400	All contracts must contain a continuance provision for spouse and dependent coverage in the event of death or divorce of enrollee. 1. Coverage must continue under the same contract form, not under a conversion or other policy 2. No physical exam statement of health or other proof of insurability may be required			Contract Pg._____ Comments:
Guaranteed Renewability		RCW 48.43.038 WAC 284-43-720 WAC 284-43-730	All individual health plans must conform to Guaranteed Issue & Continuity of Coverage requirements 1. Carrier may not terminate enrollee due to failure of Provider-Patient ability to establish care relationship. 2. Enrollee may not be terminated for reasons other than those stipulated by law without benefit of Grievance Procedure protections.			Contract Pg._____ Comments: